



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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Case Number: CGC-15-545540

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Filed by: MEREDITH GRIER

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COMPLAINT

JOHN DOE VS. KINK.COM ET AL

001C04888935

Instructions:

Please place this sheet on top of the document to be scanned.

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM; CYBERNET ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER ACWORTH; VAN DARKHOLME and DOES 1 through 50, inclusive.

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JOHN DOE

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

San Francisco Superior Court
400 McAllister Street, San Francisco, CA 94102

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es): 415-576-1600
Sandra Ribera Speed, Esq., Ribera Law Firm, APC, 157 West Portal Ave., Suite 2, San Francisco, CA 94127

CASE NUMBER:
(Número de Caso)

15-345540

DATE: APR 28 2015
(Fecha)

CLERK OF THE COURT

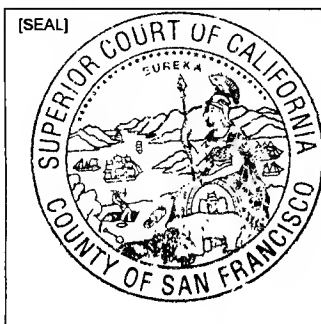
Clerk, by
(Secretario)

MEREDITH GRIER

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. ☐ by personal delivery on (date):

1 Sandra Ribera Speed, Esq. (SBN 236769)

2 **RIBERA LAW FIRM**

3 A Professional Corporation

4 157 West Portal Avenue, Suite 2

5 San Francisco, CA 94127

6 Tel: (415) 576-1600 Fax: (415) 842-0321

7 Attorneys for Plaintiff, JOHN DOE

FILED
San Francisco County Superior Court

APR 28 2015

CLERK OF THE COURT
BY: *[Signature]*
Deputy Clerk

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE CITY AND COUNTY OF SAN FRANCISCO**

10
11 **JOHN DOE,**

12 **Plaintiff,**

13 **v.**

14 **KINK.COM; KINK STUDIOS, LLC;**
15 **KINKMEN.COM; CYBERNET**
16 **ENTERTAINMENT, LLC; ARMORY**
17 **STUDIOS, LLC; PETER ACWORTH; VAN**
18 **DARKHOLME and DOES 1 through 50,**
19 **inclusive,**

20 **Defendants.**

CGC - 15 - 545540
) Case No.:

-)
) 1. NEGLIGENCE,
) 2. NEGLIGENCE PER SE,
) 3. INTENTIONAL/FRAUDULENT
) MISREPRESENTATION,
) 4. CIVIL CONSPIRACY TO COMMIT
) INTENTIONAL/FRAUDULENT
) MISREPRESENTATION,
) 5. BREACH OF IMPLIED COVENANT
) OF GOOD FAITH AND FAIR
) DEALING,
) 6. NEGLIGENT SUPERVISION,
) 7. NEGLIGENT HIRING AND/OR
) RETENTION, and
) 8. INTENTIONAL INFLICTION OF
) EMOTIONAL DISTRESS

) **Prayer for Punitive Damages**

) **JURY TRIAL DEMANDED**

1 Plaintiff JOHN DOE hereby requests a trial by jury of all issues in this matter.
2 COMES NOW, Plaintiff JOHN DOE and alleges as follows:

3 **PARTIES**

4 1. Plaintiff JOHN DOE (hereinafter "JOHN DOE" or "Plaintiff") is a resident and
5 citizen of the State of New York where he is a student. At all relevant times contained herein,
6 Plaintiff worked for Defendants, and each of them, in San Francisco, California.

7 2. Plaintiff alleges that Defendant CYBERNET ENTERTAINMENT, LLC (hereinafter
8 "CYBERNET") is a Limited Liability Corporation registered to do business in the State of
9 California, and is authorized to transact and is transacting business in the internet pornography
10 and the pornographic film industry in the State of California. Defendant CYBERNET maintains
11 a headquarters at 1800 Mission Street, San Francisco, CA. The agent for service of process is
12 Defendant PETER ACWORTH.

13 3. Defendant KINK.COM is a corporation duly organized and existing under and by
14 virtue of the laws of the State of California and is authorized to transact and is transacting
15 business in the internet pornography and the pornographic film industry in the State of
16 California. Defendant KINK.COM maintains a headquarters at 1800 Mission Street, San
17 Francisco, California. The agent for service of process is Defendant PETER ACWORTH.

18 4. Defendant KINK STUDIOS, LLC (hereinafter "KINK STUDIOS"); is a corporation
19 duly organized and existing under and by virtue of the laws of the State of California and is
20 authorized to transact and is transacting business in the internet pornography and the
21 pornographic film industry in the State of California. Defendant KINK STUDIOS maintains a
22 headquarters at 1800 Mission Street, San Francisco, California. The agent for service of process
23 is Defendant PETER ACWORTH.

24 5. Defendant KINKMEN.COM (hereinafter "KINKMEN") is a corporation duly
25 organized and existing under and by virtue of the laws of the State of California and is
26 authorized to transact and is transacting business in the internet pornography and the
27 pornographic film industry in the State of California. Defendant KINKMEN maintains a
28 headquarters at 1800 Mission Street, San Francisco, California. The agent for service of process

1 is Defendant PETER ACWORTH.

2 6. Defendant ARMORY STUDIOS, LLC (hereinafter "ARMORY") is a corporation
3 duly organized and existing under and by virtue of the laws of the State of California and is
4 authorized to transact and is transacting business in the internet pornography and the
5 pornographic film industry in the State of California. Defendant ARMORY maintains a
6 headquarters at 1800 Mission Street, San Francisco, California. The agent for service of process
7 is Defendant PETER ACWORTH.

8 7. Defendants CYBERNET, KINK.COM, KINK STUDIOS, KINKMEN, and
9 ARMORY, will be referred to collectively as "KINK Defendants," unless otherwise noted.

10 8. KINK Defendants, and each of them, are headquartered in the San Francisco Armory
11 at 1800 Mission Street in San Francisco, California. The Armory building is a 200,000 square
12 foot 1914 reproduction of a Moorish Castle that served as a National Guard Armory and Arsenal
13 until the 1970s. In 2006, the Armory was purchased by Defendant PETER ACWORTH for the
14 purposes of transacting business in the internet pornography and pornographic film industries.

15 9. Upon information and belief, Plaintiff alleges that Defendant PETER ACWORTH
16 (hereinafter "ACWORTH") is the owner of KINK Defendants and each of them.

17 10. Upon information and belief, ACWORTH works and resides in San Francisco,
18 California.

19 11. KINK.COM, found at <http://www.kink.com>, is a website which hosts and provides
20 links to approximately thirty (30) additional pornographic websites providing sexually explicit
21 adult photographs, video and other graphic sexual content.

22 12. Defendant KINK.COM comprises a network of fetish and BDSM (bondage,
23 discipline, sadism, masochism) sites, including over two dozen premium subscription sites, a free
24 documentary news site, an interactive live cam site, and an on-demand site that allows customers
25 to purchase every pornographic shoot ever published by the company on an individual basis.

26 13. Defendant KINKMEN.COM was launched in 2008 with the release of
27 BoundGods.com, a gay bondage site. At all relevant times referenced herein, well-known
28 pornographic actor and director, Defendant VAN DARKHOLME (hereinafter

1 “DARKHOLME”), directed all KINKMEN.COM programming. KINKMEN is comprised of
2 five sites, including NakedKombat.com, a hardcore wrestling site, and MenOnEdge.COM, a
3 BDSM edging site.

4 14. Upon information and belief, at all relevant times referenced herein, DARKHOLME
5 worked and resided in San Francisco, California. DARKHOLME has worked and continues to
6 be employed by the KINK Defendants and Defendant ACWORTH as an adult pornographic film
7 director.

8 15. All Defendants will be referred to collectively as “Defendants.”

9 16. The true names and capacities of DOES 1 through 50, whether individual, corporate,
10 government, associate or otherwise, are unknown to Plaintiff who therefore sues said defendants
11 by such fictitious names. Plaintiff will amend this complaint to allege their true names and
12 capacities when ascertained.

13 17. Plaintiff is informed and believes, and thereon alleges, that Defendants were the
14 agent, servant, employee and representative of each of the other Defendants. In performing the
15 acts herein alleged, Defendants were acting within the course and scope of such agency or
16 employment, and with full knowledge, permission, authorization, ratification, active assistance
17 and encouragement, and/or consent, express or implied, of each of the other Defendants. All
18 actions of the Defendants alleged in the causes of action into which this paragraph is
19 incorporated by reference were ratified and approved by the officers or managing agents or
20 member of every other defendant.

21 STATEMENT OF FACTS

22 18. Plaintiff began working for the KINK Defendants in 2011. Plaintiff’s talent agent was
23 contacted by a representative at KINK.COM about his potential to perform sex acts in
24 pornographic videos produced specifically for internet broadcasts.

25 19. Plaintiff was excited to have the opportunity to work with KINK.COM, one of the
26 largest and most successful companies in the pornographic film industry.

27 20. KINK.COM’s website includes claims that KINK.COM has “one of the best
28 reputations” in the adult pornographic film industry for “respectful and fair treatment of models,”

1 and that the company provides “clean, comfortable working conditions and an honest and
2 approachable crew.” KINK.COM vows to “ensure that models fully understand their rights and
3 feel empowered to stop or alter a scene at any time.”

4 21. Further, KINK.COM “ask(s) all directors to follow a strict set of shooting rules so
5 that all of our content conforms with our company values; we treat our models as professionals
6 and compensate them generously for their talent.”

7 22. Plaintiff was reassured that working for KINK.COM was a wise, safe decision, and
8 he was eager to advance his career.

9 23. From November 7, 2011 to May 3, 2013, JOHN DOE performed for Defendants, and
10 each of them, in pornographic videos.

11 24. All communications regarding JOHN DOE’s work in Defendant KINK.COM’s
12 videos originated from KINK.COM electronic mail addresses. Most of the communications had
13 KINKMEN.COM and “The Armory” in the signature portion. JOHN DOE’s contract for work
14 with KINK.COM lists CYBERNET as the “Producer” and many of the contract pages refer to
15 KINK.COM.

16 25. At a typical internet video shoot in which JOHN DOE performed for KINK
17 Defendants, there were numerous people on set, including the director, one or two camera
18 operators, one or more production assistants, and several other workers, who were employed by
19 one or more KINK Defendants.

20 26. Also at a typical internet video shoot, there were one or two staff members of KINK
21 Defendants present and dedicated to management of the event.

22 27. At a typical internet video shoot, JOHN DOE would be one of several other models
23 and actors hired by KINK Defendants. Usually, there would be one main “dom” or actor playing
24 the dominant role in the sexual act(s); one “co-dom,” also playing a dominant role in the sexual
25 act(s); JOHN DOE, who usually performed as the “submissive” or “sub;” and four to five
26 “extras” or additional models who would participate in the video shoot.

27 28. JOHN DOE was aware that despite KINK Defendants’ expressed dedication to
28 sexually transmitted disease (STD) and human immunodeficiency virus (HIV) testing of *all*

1 models, KINK Defendants were only requiring the heterosexual models to have STD and HIV
2 testing panels performed before each and every video shoot. The homosexual models were *not*
3 required to be tested before every shoot. Moreover, if an STD or HIV was transmitted during a
4 heterosexual shoot, production of the shoot halts until everyone is tested and the source of the
5 infection is confirmed. Such is not the case with homosexual shoots.

6 29. During the time Plaintiff worked for the KINK Defendants as a model, he was only
7 asked once to submit his test results to KINK Defendants and that was before a heterosexual
8 filming. For all of the homosexual shoots he did, Plaintiff was never once asked by KINK
9 Defendants to submit his HIV/STD test results.

10 30. Further, KINK Defendants endangered all models at internet video shoots with the
11 dangerous practice of inviting (non-tested) members of the general public to participate in sexual
12 acts during filming. KINK Defendants would regularly issue a mass electronic mail invitation to
13 the general public sometime in advance of the filming date, inviting them to participate. KINK
14 models were placed at significant risk for exposure and infection of STDs and HIV through
15 contact with these untested, unidentified members of the general public. KINK.COM continued
16 this business practice in direct violation of California law, as set forth herein, and KINK.COM's
17 own stated principles of strict adherence to the safety and well-being of KINK.COM employees
18 and models. KINK.COM regularly and repeatedly placed the health and safety of its models and
19 employees at serious risk.

20 31. During the years JOHN DOE worked for KINK Defendants, condom usage by the
21 actors and models was not required (unless explicitly specified), but could be requested. The
22 models were told they had the right to request a condom to be worn at any time, and that this
23 request would be honored without question.

24 32. On November 8, 2011, at Plaintiff's first filming with Defendants, Plaintiff observed
25 another model being given an injection of a prescription sexual performance-enhancing drug into
26 his penis. The medication was provided by Defendants to the performers on the shoot without a
27 prescription even though it was prescription medication. Upon witnessing this, Plaintiff JOHN
28 DOE requested to Defendants that he not be required to perform oral sex on the performer who

1 had been injected with the medication. Plaintiff's request was denied. Plaintiff then exercised
2 his right to request that a condom be worn by the performer who had received the injection.
3 Plaintiff's request was again denied by Defendants. Plaintiff next requested that he be allowed to
4 perform oral sex on the performer away from the location of where the performer had an open
5 wound as a result of the injection. Plaintiff's request was again explicitly denied by Defendants—
6 putting JOHN DOE's health and safety in serious jeopardy and violating KINK Defendants
7 stated policies. Defendants conveyed to Plaintiff that if he pushed the condom-issue, he would be
8 out of a job. Plaintiff, being a student who wanted to earn some quick money so that he could
9 focus on his studies, kept his mouth shut following this incident.

10 33. On another occasion, Plaintiff was on one of Defendants' shoots where his penis had
11 been tied with twine. The twine cut Plaintiff's penis and caused it to bleed while filming.
12 Defendants took a cloth and wiped the blood. When Plaintiff inquired whether it was safe to
13 continue, Defendants replied that it was fine.

14 34. On January 10, 2013, Plaintiff JOHN DOE was hired by the KINK.COM Defendants
15 and ACWORTH to perform sex acts in a pornographic video under the direction of Defendant
16 DARKHOLME.

17 35. During the January 10, 2013 video shoot, a non-sterile object was inserted into JOHN
18 DOE's urethra against his express objection and placing him at significant risk of infection.

19 36. KINK.COM claims to uphold a strict policy that models are entitled to personally
20 sanitize any items that are used on them. Before the non-sterile object was inserted into JOHN
21 DOE's urethra, he requested it be sterilized. Director DARKHOME expressly denied Plaintiff's
22 request.

23 37. Defendant DARKHOLME not only placed Plaintiff's health at significant risk, he
24 violated KINK Defendants' filming rules specifically applicable to Directors, stating in part "It is
25 your [the director's] responsibility to ensure the safety of the model on set. It is your
26 responsibility to ensure the shooting rules are adhered to."

27 38. After Plaintiff JOHN DOE's request for sterilization was expressly denied by
28 Defendant DARKHOLME, Plaintiff felt pressured to continue to perform or he could lose his

1 job.

2 39. On February 20, 2013, *SF Weekly* published a front page article titled "Gag Order: Sex
3 Workers Allege Mistreatment at Kink.com." In the article, author Kate Conger outlines
4 ACWORTH's recent arrest for cocaine possession, stating "many were surprised by the misstep
5 from a man who's built his empire on a strict code of ethical behavior and transparency..." Ms.
6 Conger continues:

7 "However, even as Kink flourishes – it's nearly doubled the
8 number of sites it operates since moving into the Armory – doubts
9 about its ethical standards linger. The Company attracted unwanted
10 attention last summer when it abruptly switched its cam girls' pay
11 rate and sparked a debate about its commitment to models' rights.
12 Now, two former models allege they were denied workers'
13 compensation when injured on Kink sets, one of whom further
14 states she was coerced into a performance that left her with long-
15 standing injuries and was offered money in exchange for keeping
16 quiet about those injuries. Other workers claim to have been
17 terminated...when they questioned Kink's business practices,
18 including the use of an erectile dysfunction drug called Trimix. ...

19 The potential legal quandaries revealed by former Kink models
20 challenge Acworth's ethical claims, and this isn't the first time
21 he's been called out for going against his models' rights and
22 shooting rules."

23 40. In detailing a lawsuit filed by Ms. Holloway, a former "cam girl" model, against
24 KINK.COM, Ms. Conger elaborated in *SF Weekly*, "Eden Alexander, a model who has
25 performed for Kink's cam site as well as other porn sites and did not participate in the lawsuit,
26 claims Holloway's firing created a culture of fear in the cam department. She says models
27 became afraid that voicing concerns meant risking their jobs. 'You're in a position where if you
28 don't follow along, you're going to lose shoots,' she explains."

41. On March 26, 2013, Plaintiff was emailed by Mike Scott from KINK.COM
requesting that he take part in a May 3, 2013 video shoot. The email explicitly stated the
following, **"This is a condom and barrier protection required shoot."**

42. In April of 2013, JOHN DOE was contacted by KINK.COM's Talent Coordinator
Bobby Sanchez about performing in BoundInPublic.com's May 3, 2013 video shoot. JOHN

1 DOE agreed to appear for the shoot and KINK.COM provided paid airfare for him to travel to
2 and from San Francisco.

3 43. On May 3, 2013, JOHN DOE appeared for the Bound in Public shoot at The Armory
4 in San Francisco, California.

5 44. The May 3, 2013 video shoot (or "May 3 shoot") was directed by Defendant
6 DARKHOLME. JOHN DOE was to act as the "bottom," or submissive actor in BDSM sexual
7 activities (bondage/discipline, dominance/submission, sadism/masochism). The "bottom" is the
8 star and primary focus of a video shoot. The May 3 shoot was a special, annual public event
9 called the "Rubber Party," in reference to the liquid latex which was poured over the models'
10 bodies. The shoot would start at a much later time than an average shoot – typical shoots are
11 filmed in the afternoon, but the May 3 shoot was to run from 11:00 pm to 3:00 am and there was
12 alcohol on set. A much larger than average number of "guests" or members of the public were in
13 attendance to partake in the shoot. While there were seven models who performed at the May 3
14 shoot, there were on average between 30-40 members of the public who also participated in the
15 shoot.

16 45. During the May 3 shoot, several of the guests, who were members of the public, were
17 allowed to participate in the sexual activities with the models. In direct contradiction to KINK
18 Defendants' stated policies and in violation of California *Code of Regulations*, these members of
19 the public are not tested for STDs or HIV prior to their involvement in filming. KINK
20 Defendants' models are encouraged to interact with members of the public, and get paid extra to
21 do so. Each interaction a model has with a member of the public will earn him another \$100.00
22 in his total compensation. As models typically earn between \$1,000.00 to \$2,000.00 per video
23 shoot, they can significantly increase their income through these interactions with the public.

24 46. At the May 3 shoot, Plaintiff JOHN DOE was forced by Defendants to sexually
25 interact with almost every member of the public. While Plaintiff was physically restrained and
26 blindfolded, Defendant DARKHOLME is clearly seen on video footage forcefully pushing
27 Plaintiff's head and mouth into the penises of dozens of men to perform oral sex on them. None
28 of these performers were wearing a condom nor were any barriers used. Defendant

1 DARHOLME was so powerfully thrusting Plaintiff's head that Plaintiff is heard making gagging
2 sounds at several points during the shoot.

3 47. During the May 3 shoot, the inside of Plaintiff's mouth sustained a cut. Plaintiff took
4 a sip of water and noticed some blood in his mouth. Plaintiff did not mention this to Defendant
5 DARKHOLME. Since Plaintiff's requests of no oral sex and condom usage had been denied in
6 the past by Defendants, Plaintiff knew that similar requests would be denied on this occasion.
7 Plaintiff also knew from his previous experiences that Defendant DARKHOLME did not grant
8 the requests of the models, including Plaintiff's own previous request for a condom to be worn
9 on the penis of another model. Plaintiff also did not want to risk losing his job.

10 48. Plaintiff JOHN DOE returned to New York after the May 3 shoot. After
11 approximately fifteen days, he began to experience fever, chills, sweats, tiredness and malaise.
12 He visited the doctor May 22, 2013, who administered three different types of HIV tests.

13 49. On June 3, 2013, Plaintiff JOHN DOE was devastated to learn that he was HIV
14 positive. He received confirmatory test results on June 10, 2013.

15 50. On his walk home from his initial diagnosis, JOHN DOE strongly considered
16 jumping off New York City's Washington Bridge to commit suicide. He quickly spiraled into a
17 deep depression.

18 51. Through a meticulous process of elimination and based on expert medical advice,
19 Plaintiff JOHN DOE determined he had contracted HIV at Defendants' May 3, 2013 shoot.

20 52. Plaintiff JOHN DOE contacted the KINK Defendants and notified them of his
21 diagnosis. He spoke with employees Jessie Lee and Bobbie Sanchez.

22 53. KINK Defendants failed to report Plaintiff JOHN DOE's diagnosis to the AIDS
23 Healthcare Foundation (AHF), Cal/OSHA, or the Free Speech Coalition (FSC). Had KINK
24 Defendants notified any of these entities, as they would have if it were a heterosexual shoot, a
25 moratorium on filming in the porn industry would have occurred, requiring all sex workers to be
26 tested for HIV before filming would resume.

27 54. Had KINK Defendants properly reported Plaintiff JOHN DOE's diagnosis to the
28 appropriate authorities, the source of JOHN DOE's HIV infection could have been located and

1 the further spread of the infection could have been prevented.

2 55. In the following months, beginning in August, four more performers in California
3 would be diagnosed with HIV. At least two of those workers have traced their infection back to
4 their work with KINK Defendants. In her last shoot while working for Kink Defendants,
5 Cameron Bay was directed to continue to perform sexual acts on a male model even though there
6 was blood and a visible cut on the model's penis.

7 56. On September 16, 2013, after seeing fellow sex worker Cameron Bay's
8 announcement through the AHF that she was diagnosed with HIV, JOHN DOE also contacted
9 the AHF. Mark McGrath of the AHF assisted JOHN DOE in compiling a complaint to file with
10 the Division of Occupational Safety and Health (OSHA).

11 57. On September 18, 2013, the AIDS Healthcare Foundation held a press conference and
12 announced that several pornographic video actors received positive HIV tests, including three
13 who had worked for KINK Defendants.

14 58. Among those performers that worked for KINK Defendants who tested positive for
15 HIV was Patrick Stone, who tested positive on September 10, 2013. Stone told *SF Weekly* that
16 KINK Defendants had contacted him to perform in a video shoot even *after* he had notified them
17 of his HIV positive status.

18 59. On January 30, 2014 the State of California Division of Occupational Safety and
19 Health, Cal/OSHA High Hazard Compliance Unit issued an eighteen-page Citation and
20 Notification of Penalty to KINK Defendants imposing a fine of \$78,710.

21 60. The Citation and Notification of Penalty asserted multiple violations of Title 8 of the
22 California *Code of Regulations* (CCR), including violations classified as "General,"
23 "Regulatory," and "Serious" by KINK Defendants:

- 24 a. Unauthorized use of flexible cords and cables not specifically permitted by
25 CCR Section 2500.7 (Citation 1 Item 1 – General);
- 26 b. Failing to maintain records of safety training given to employees required by
27 Title 8 CCR 3203(b)(2) and subsection (a)(7) (Citation 1 Item 2 – Regulatory);
- 28 c. Failing to provide adequate first-aid materials to employees on every job, in

- 1 accordance with CCR 3400(c) (Citation 1 Item 3 – General);
- 2 d. Failing to require employees to undergo the Hepatitis B vaccination or, if they
- 3 decline, sign a statement mandated by CCR 5191(f)(2)(D) Appendix A
- 4 (Citation 1 Item 4 – Regulatory);
- 5 e. Failing to keep Cal/OSHA injury and illness records and Cal/OSHA Form 301
- 6 Injury and Illness Incident Reports in accordance with CCR 14300.01(a)(2)
- 7 (Citation 1 Item 5 – Regulatory);
- 8 f. Failing to provide records demanded by an authorized government
- 9 representative within four (4) business hours, according to CCR 14300.40(a)
- 10 (Citation 1 Item 6 – Regulatory);
- 11 g. Failing to establish, implement and maintain an effective Injury and Illness
- 12 Prevention Program (IIPP) which meets the standards of CCR 3203(a) for
- 13 employees exposed to workplace hazards including, but not limited to,
- 14 electrical hazards and sexually transmitted illnesses in the course of producing
- 15 adult videos (Citation 1 Item 7 – General);
- 16 h. Failing to record the steps taken to implement and maintain the Injury and
- 17 Illness Prevention Program in accordance with CCR 3203(b)(1) (Citation 1
- 18 Item 8 – Regulatory);
- 19 i. Failing to establish, implement and maintain an effective Exposure Control
- 20 Plan which is designed to eliminate or minimize employee exposure in
- 21 accordance with CCR 5193(c)(1), and which is also consistent with Section
- 22 3203. “At and prior to the time of the Cal/OSHA inspection, CYBERNET had
- 23 not established and implemented an effective exposure control plan to protect
- 24 employees who had reasonable anticipated contacted with blood or Other
- 25 Potentially Infectious Materials (OPIM) from the hazards of bloodborne
- 26 pathogens CYBERNET had not developed and implemented procedures or
- 27 schedule for: (d) methods of compliance, including engineering controls and
- 28 work practices; (f) hepatitis B vaccination and post-exposure evaluation and

1 follow-up; and(h) recordkeeping.” (Citation 2 Item 1 – Serious);

2 j. Failing to observe universal precautions to prevent contact with blood or Other
3 Potentially Infectious Materials (OPIM) in accordance with CCR 5193(d)(1).

4 “On or before 8/9/13, employees of CYBERNET who had reasonably
5 anticipated contacted with blood or OPIM were exposed to the hazards of
6 bloodborne pathogens. CYBERNET did not observe Universal Precautions
7 which exposed employees to blood and OPIM during production activities
8 associated with adult content videos.” (Citation 3 Item 1 – Serious);

9 k. Failing to satisfy the general requirements of Engineering and Work Practice
10 Controls in accordance with CCR 5193(d)(2). “On or before 8/9/13, employees
11 of CYBERNET who had reasonably (sic) anticipated contacted (sic) with
12 blood or Other Potentially Infectious Materials (OPIM) were exposed to the
13 hazards of bloodborne pathogens. CYBERNET did not require the use of
14 engineering controls and work practice controls during production activities
15 associated with adult content videos to eliminate and/or minimize employee
16 exposure to blood and OPIM.” (Citation 4 Item 1 – Serious).

17 61. On February 4, 2014, *SF Weekly* published an article titled “Bay Area Porn
18 Companies Slapped With Fines for Not Using Condoms,” making specific reference to KINK
19 Defendants’ fine of \$78,710.00 by OSHA for workplace safety hazards. According to writer
20 Kate Conger, “The majority of the fines were for allowing performers to work without using
21 condoms... The fine is one of several that OSHA has issued... and follows in the wake of
22 several HIV scares in the industry... Porn production was forced to halt industry-wide several
23 times last year, after performers tested positive for HIV, including Cameron Bay, a performer
24 who worked at Kink shortly before her diagnosis.”

25 62. The article further elaborates:

26 Although the complaints that sparked OSHA’s investigations into
27 Kink... are sealed to protect the identities of whistle-blowing
28 employees, the AIDS Healthcare Foundation has publicly stated
that it filed complaints against both companies. Its complaint

1 against Kink claims Bay may have contracted HIV on set – “We
2 have reason to believe that on 7/31/13 adult film employees were
3 exposed to bloodborne pathogens and other potentially infectious
4 materials... An employee from this production named Cameron
5 Alexandria Adams (AKA Cameron Bay) tested positive for the
6 Human Immunodeficiency Virus (HIV) as early as 8/19/13... Ms.
7 Adams engaged in acts considered high-risk for the transmission of
8 HIV, including multiple sex partners and acts resulting in trauma
9 to vaginal, oral, and anal mucosa. Additionally, a large group
10 estimated at 10-12 individuals, including production staff, are
11 likely to have been exposed.”

12 63. At the time, Defendant ACWORTH incorrectly and misleadingly claimed the
13 complaints which prompted the OSHA investigation were not made by actual people who worjed
14 for KINK Defendants, “but by outside groups with a long history of opposition to adult film.”
15 Mike Stabile, a spokesperson for KINK Defendants told *SF Weekly*, “The fines were not related
16 to a particular incident, but rather about our policy of leaving the choice to use a condom up to
17 the performer.”

18 64. As exhibited by Plaintiff JOHN DOE’s allegations above, the choice of whether to
19 use a condom while in the employment of KINK.COM is *not* left up to the performer. Although
20 KINK Defendants’ policies represent that an actor or model can request a condom at any time
21 and one will be used, this policy has *not* been enforced. As evidenced above, Defendant JOHN
22 DOE attempted to exercise his right to request a condom and his request was wrongfully denied
23 – resulting in serious risk to his health and contributing to the neglectful, unsafe, and illegal
24 environment at KINK Defendants.

25 65. Condom usage in the pornographic film industry has been a widely debated topic in
26 recent years. Condoms are now mandatory in Los Angeles County pornographic film
27 productions, which has resulted in a significant decrease in the filming of pornographic materials
28 in Los Angeles County. While California Health & Safety Codes do require condom usage
during filming within the entire state of California, the law does not require condom use to be
enforced in San Francisco. As a result, a porn production company can be cited and fined by the
State of California Division of Occupational Safety and Health (CAL/OSHA) for not requiring
condoms to be worn during performances on set, but it is not an actionable violation of

1 California statute. Pornographic film producers vehemently argue that condoms use should not
2 be required during filming, arguing that audiences find actors performing sex acts without
3 condoms much more exciting.

4 66. During the years Plaintiff was employed with the KINK.COM Defendants,
5 mandatory safety regulations were blatantly ignored, necessary precautionary measures to
6 protect the health of the models and studio staff were not taken, and homosexual models were
7 blatantly discriminated against by KINK Defendants, ACWORTH, and DARKHOLME.

8 67. Defendants have a documented history of failing to create, implement, and uphold
9 safety regulations to protect its models. Instead, Defendants promote unsafe and reckless sex
10 practices in order to increase membership and viewership of their online porn site. In so doing,
11 KINK Defendants, ACWORTH, and DARKHOLME, consciously disregarded the rights and
12 safety of Plaintiff and other models working for KINK Defendants by prioritizing corporate
13 profits over human lives.

14 68. Since Plaintiff JOHN DOE's HIV diagnosis, he has been suicidal and seriously
15 depressed. He is constantly bombarded by people intent to destroy him as a person, because they
16 view him as dangerous, or disgusting. He is stigmatized and afraid of being alone forever. He is
17 no longer able to socialize like a normally functioning member of society, and social situations
18 feel negative and isolating. Plaintiff feels like an outcast, disposable. He had been called a
19 disgusting person and told he should kill himself, to his face, simply because he has HIV.
20 Plaintiff faces constant discrimination due to being HIV positive. He is unable to be intimate
21 with anyone before first giving them a health lesson on HIV, and even then, romantic partners
22 are afraid. Taking daily medication is a constant reminder to Plaintiff of his diagnosis and the
23 feelings he has related to that diagnosis.

24 69. There are now countries Plaintiff JOHN DOE will never be able to travel to because
25 they will not allow visitors diagnosed with HIV. There are now many jobs he will never be able
26 to hold, such as some occupations in the health care industry, due to the risk of accidental
27 transmission of HIV.

28 70. Plaintiff JOHN DOE lives in constant fear of what could happen if he was unable to

1 receive his medication. He is terrified of losing his health insurance.

2 71. Plaintiff JOHN DOE was previously very healthy, and never needed to rely on
3 medications. Today, he must visit his treating physician at least once every three months. He
4 must take three medications daily, Truvada and Prezista, which collectively cost between \$2000
5 and \$3000/mo, and Norvir, for \$200/mo. He hates relying on medications and wanted to avoid
6 taking anything unnecessary. He worries the pharmacy will make a mistake with his
7 prescriptions or be unable to refill them and his health will suffer greatly as a result.

8 72. As a result of the medications, Plaintiff has developed gastrointestinal problems and
9 is now lactose intolerant. He must be careful to avoid taxing his liver or kidneys.

10 73. Plaintiff has lost hope for the future as a result of his diagnosis.

11 74. Plaintiff is informed and believes and therefore, alleges, that each of the Defendants
12 designated herein caused injury and damages proximately thereby to Plaintiff as herein alleged,
13 and are, therefore, responsible to Plaintiff for the damages herein requested.

14 **FIRST CAUSE OF ACTION**

15 **NEGLIGENCE**

16 (against KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM; CYBERNET
17 ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER ACWORTH; VAN
18 DARKHOLME and DOES 1-50)

19 75. Plaintiff incorporates each and every paragraph of the Complaint as though fully set
20 forth in the cause of action.

21 76. Defendants had a duty to have a work place safety specialist at the May 3 shoot to
22 ensure adequate personal protective equipment was available at the shoot. Defendants had a duty
23 to inspect all performers for cuts, sores, and lesions. Defendants had a duty to have a
24 Bloodborne Pathogen Exposure Control Plan in order to assist in implementing and ensuring
25 compliance with the Cal OSHA standards for blood borne pathogens to protect employees and
26 contractors. Defendants had a duty to maintain appropriate health records of their performers,
27 including STD and HIV tests before shooting commenced. Defendant DARKHOLME had a duty
28 as director of the May 3 shoot to enforce the use of condoms at the shoot.

77. Defendants breached each and every duty referenced above, which was owed to

1 Plaintiff.

2 78. Defendants, by and through their managing agents, knew of and condoned the
3 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
4 and/or taken by one or more managing agent of Defendants each of whom had the authority to
5 make policy and/or to direct a substantial portion of its business.

6 79. Defendants breach of each of the above-referenced duties was a substantial cause of
7 Plaintiff's injuries.

8 80. As a direct and proximate result of the aforementioned conduct of Defendants, and
9 each of them, Plaintiff has suffered damages in the form of physical harm when he contracted
10 HIV while performing at the May 3, 2013 shoot. Plaintiff has incurred and will continue to incur
11 significant costs for medical treatment, medications, and all other related expenses for the
12 treatment of his contracted illness.

13 81. As a direct and proximate result of the aforementioned conduct of Defendants, and
14 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
15 earnings and medical and/or psychological treatment expenses, all within the jurisdictional limits
16 of this court. The exact amount of said losses will be stated according to proof at trial.

17 82. As a further direct and proximate result of the aforementioned conduct of said
18 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including, but
19 not limited to, great derision and embarrassment amongst members of the community and
20 family, he has also suffered severe emotional distress, including, but not limited to, anxiety, fear,
21 humiliation, mental anguish, depression, and post-traumatic stress disorder, all to his general
22 damage, in an amount to be stated according to proof at trial.

23 **SECOND CAUSE OF ACTION**

24 **NEGLIGENCE PER SE**

25 (against KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM; CYBERNET
26 ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER ACWORTH; VAN
DARKHOLME and DOES 1-50)

27 83. Plaintiff incorporates each and every paragraph of the complaint as though fully set
28

1 forth in the cause of action.

2 84. At the May 3 shoot, Defendants were required by California *Code of Regulations*
3 Title 8, Section 5193 to have performers use barrier protection including condoms, to protect
4 them during the production of adult films.

5 85. Defendants violated the following laws:

- 6 a. Failing to establish, implement and maintain an effective Exposure Control Plan
7 which is designed to eliminate or minimize employee exposure in accordance
8 with California *Code of Regulations* Title 8, Section 5193 (c)(1), and which is
9 also consistent with Section 3203. "At and prior to the time of the Cal/OSHA
10 inspection, CYBERNET had not established and implemented an effective
11 exposure control plan to protect employees who had reasonable anticipated
12 contacted with blood or Other Potentially Infectious Materials (OPIM) from the
13 hazards of bloodborne pathogens CYBERNET had not developed and
14 implemented procedures or schedule for: (d) methods of compliance, including
15 engineering controls and work practices; (f) hepatitis B vaccination and post-
16 exposure evaluation and follow-up; and(h) recordkeeping." (Citation 2 Item 1 –
17 Serious);
- 18 b. Failing to observe universal precautions to prevent contact with blood or Other
19 Potentially Infectious Materials (OPIM) in accordance with California *Code of*
20 *Regulations* Title 8, Section 5193 (d)(1). "On or before 8/9/13, employees of
21 CYBERNET who had reasonably anticipated contacted with blood or OPIM were
22 exposed to the hazards of bloodborne pathogens. CYBERNET did not observe
23 Universal Precautions which exposed employees to blood and OPIM during
24 production activities associated with adult content videos." (Citation 3 Item 1 –
25 Serious);
- 26 c. Failing to satisfy the general requirements of Engineering and Work Practice
27 Controls in accordance with California *Code of Regulations* Title 8, Section 5193
28 (d)(2). "On or before 8/9/13, employees of CYBERNET who had reasonably (sic)

1 anticipated contacted (sic) with blood or Other Potentially Infectious Materials
2 (OPIM) were exposed to the hazards of bloodborne pathogens. CYBERNET did
3 not require the use of engineering controls and work practice controls during
4 production activities associated with adult content videos to eliminate and/or
5 minimize employee exposure to blood and OPIM.” (Citation 4 Item 1 – Serious).

6 86. The Defendants violated the above-laws and breached the above-duties owed to
7 Plaintiff.

8 87. Defendants, by and through their managing agents, knew of and condoned the
9 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
10 and/or taken by one or more managing agent of Defendants each of whom had the authority to
11 make policy and/or to direct a substantial portion of its business.

12 88. Defendants’ violation of these laws and breach of duties to Plaintiff was a substantial
13 factor in causing damage to Plaintiff.

14 89. As a direct and proximate result of the aforementioned conduct of Defendants, and
15 each of them, Plaintiff has suffered damages in the form of physical harm when he contracted
16 HIV while performing at the May 3, 2013 shoot. Plaintiff has incurred and will continue to incur
17 significant costs for medical treatment, medications, and all other related expenses for the
18 treatment of his contracted illness.

19 90. As a direct and proximate result of the aforementioned conduct of Defendants, and
20 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
21 earnings and medical and/or psychological treatment expenses, all within the jurisdictional limits
22 of this court. The exact amount of said losses will be stated according to proof at trial.

23 91. As a further direct and proximate result of the aforementioned conduct of said
24 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including, but
25 not limited to, great derision and embarrassment amongst members of the community and
26 family, he has also suffered severe emotional distress, including, but not limited to, anxiety, fear,
27 humiliation, mental anguish, depression, and post-traumatic stress disorder, all to his general
28 damage, in an amount to be stated according to proof at trial.

1 99. Defendants, by and through their managing agents, knew of and condoned the
2 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
3 and/or taken by one or more managing agent of Defendants each of whom had the authority to
4 make policy and/or to direct a substantial portion of its business.

5 100. Plaintiff's reliance on Defendants' representation that the May 3 shoot was a condom
6 and barrier protection required shoot was a substantial factor in causing his harm.

7 101. As a direct and proximate result of the aforementioned conduct of Defendants,
8 Plaintiff has suffered damages in the form of physical harm when he contracted HIV while
9 performing at the May 3, 2013 shoot. Plaintiff has incurred and will continue to incur significant
10 costs for medical treatment, medications, and all other related expenses for the treatment of his
11 contracted illness.

12 102. As a direct and proximate result of the aforementioned conduct of Defendants, and
13 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
14 earnings and medical and/or psychological treatment expenses, all within the jurisdictional limits
15 of this court. The exact amount of said losses will be stated according to proof at trial.

16 103. As a further direct and proximate result of the aforementioned conduct of said
17 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including, but
18 not limited to, great derision and embarrassment amongst members of the community and
19 family, he has also suffered severe emotional distress, including, but not limited to, anxiety, fear,
20 humiliation, mental anguish, depression, and post-traumatic stress disorder, all to his general
21 damage, in an amount to be stated according to proof at trial.

22 104. The aforementioned acts were committed by Defendants, and each of them, and/or by
23 officers, directors, managing agents, agents and/or representatives of Defendants and/or were
24 known to, aided, abetted, authorized by, ratified by and/or otherwise approved by Defendants
25 and/or by the officers, directors, managing agents, agents and/or representatives of Defendants.
26 The above acts of Defendants, and each of them, were despicable and committed knowingly,
27 willfully and maliciously, with the intent to harm, injure, vex, annoy and oppress Plaintiff and
28 with a conscious disregard of Plaintiff's rights, health, and safety. KINK Defendants,

1 ACWORTH, and DARKHOLME, consciously disregarded the rights and safety of Plaintiff and
2 other models working for KINK Defendants by prioritizing corporate profits over human lives.
3 Plaintiff is therefore entitled to punitive damages in a sum sufficient to punish said defendants so
4 that such conduct will not take place again.

5 **FOURTH CAUSE OF ACTION**

6 **CIVIL CONSPIRACY TO COMMIT FRAUD**

7 (against KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM;
8 CYBERNET ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER
ACWORTH; VAN DARKHOLME and DOES 1-50)

9 105. Plaintiff incorporates each and every paragraph of the complaint as though fully set
10 forth in the cause of action.

11 106. Upon information and belief, PETER ACWORTH and KINK DEFENDANTS and
12 DOES 1-50 agreed with DEFENDANT VANDARKHOLME to make intentional
13 misrepresentations to Plaintiff, including but not limited to the following: That the May 3 shoot
14 would be a condom and barrier required shoot.

15 107. All Defendants agreed to engage in a conspiracy to subject Plaintiff to the fraudulent
16 representations in order to induce Plaintiff to participate in Defendants' May 3 shoot.

17 108. All Defendants agreed to engage in a scheme, which was intended to violate
18 Plaintiff's rights. All Defendants knowingly and willfully agreed amongst themselves to subject
19 Plaintiff to the fraudulent representations in order to induce Plaintiff to participate in Defendants'
20 May 3 shoot.

21 109. All Defendants combined to inflict wrongs against and/or injury on Plaintiff as
22 described in this Complaint. All Defendants understood, accepted, and/or explicitly and/or
23 implicitly agreed to the general objectives of their scheme to subject Plaintiff to fraudulent
24 representations in order to induce Plaintiff to participate in Defendants' May 3 shoot.

25 110. All Defendants acquired, possessed, and maintained a general knowledge of the
26 conspiracy's objectives to inflict wrongs against and/or injury upon Plaintiff as described in this
27 Complaint.

28 111. Defendants, by and through their managing agents, knew of and condoned the

1 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
2 and/or taken by one or more managing agent of Defendants each of whom had the authority to
3 make policy and/or to direct a substantial portion of its business.

4 112. Defendants' conspiracy to commit these tortious acts on Plaintiff was a substantial
5 factor in causing damage and injury to Plaintiff as alleged herein.

6 113. As a direct and proximate result of the aforementioned conduct of Defendants,
7 Plaintiff has suffered damages in the form of physical harm when he contracted HIV while
8 performing at the May 3, 2013 shoot. Plaintiff has incurred and will continue to incur significant
9 costs for medical treatment, medications, and all other related expenses for the treatment of his
10 contracted illness.

11 114. As a direct and proximate result of the aforementioned conduct of Defendants, and
12 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
13 earnings and medical and/or psychological treatment expenses, all within the jurisdictional limits
14 of this court. The exact amount of said losses will be stated according to proof at trial.

15 115. As a further direct and proximate result of the aforementioned conduct of said
16 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including, but
17 not limited to, great derision and embarrassment amongst members of the community and
18 family, he has also suffered severe emotional distress, including, but not limited to, anxiety, fear,
19 humiliation, mental anguish, depression, and post-traumatic stress disorder, all to his general
20 damage, in an amount to be stated according to proof at trial.

21 116. The aforementioned acts were committed by Defendants, and each of them, and/or by
22 officers, directors, managing agents, agents and/or representatives of Defendants and/or were
23 known to, aided, abetted, authorized by, ratified by and/or otherwise approved by Defendants
24 and/or by the officers, directors, managing agents, agents and/or representatives of Defendants.
25 The above acts of Defendants, and each of them, were despicable and committed knowingly,
26 willfully and maliciously, with the intent to harm, injure, vex, annoy and oppress Plaintiff and
27 with a conscious disregard of Plaintiff's rights, health, and safety. KINK Defendants,
28 ACWORTH, and DARKHOLME, consciously disregarded the rights and safety of Plaintiff and

1 other models working for KINK Defendants by prioritizing corporate profits over human lives.
2 Plaintiff is therefore entitled to punitive damages in a sum sufficient to punish said defendants so
3 that such conduct will not take place again.

4 **FIFTH CAUSE OF ACTION**

5 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**
6 (against KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM;
7 CYBERNET ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER
8 ACWORTH; VAN DARKHOLME and DOES 1-50)

9 117. Plaintiff incorporates each and every paragraph of the complaint as though fully set
10 forth in the cause of action.

11 118. Defendants, and each of them, entered into a contract with Plaintiff JOHN DOE on
12 May 3, 2013 (hereinafter "CONTRACT").

13 119. At the time of entering into the CONTRACT and at all relevant times, Plaintiff was
14 an actor and model in the adult entertainment industry.

15 120. Plaintiff fully performed all duties required of him under the CONTRACT.

16 121. In the CONTRACT there was an implied promise of good faith and fair dealing. The
17 implied promise meant that each party would not do anything to unfairly interfere with the right
18 of the other party to receive benefits of the contract. This requires, among other things, that:
19 each party in the relationship must act with good faith toward the other concerning all matters
20 related to the CONTRACT; each party in the CONTRACT must act with fairness toward the
21 other concerning all matters related to the CONTRACT; and Defendants would comply with its
22 own representations, rules, policies, and procedures in dealing with Plaintiff.

23 122. Defendants breached the covenant of good faith and fair dealing in the following
24 ways:

- 25 a. Defendants told Plaintiff that the May 3 shoot would be a condom and barrier
26 required shoot.
- 27 b. Defendants also violated California *Code of Regulations* Title 8, Section 5193,
28 which required performers to use barrier protection including condoms, to protect
them during the production of adult films, including, but not limited to the May 3

shoot involving Plaintiff.

- c. Defendants had a duty to have a work place safety specialist at the shoot to ensure adequate personal protective equipment is available at the shoot.
- d. Defendants had a duty to inspect all performers for cuts, sores, and lesions.
- e. Defendants had a duty to have a Bloodborne Pathogen Exposure Control Plan in order to protect their performers, including Plaintiff.
- f. Defendants had a duty to maintain appropriate health records of their performers, including STD and HIV tests before shooting commenced.
- g. Defendant DARKHOLME had a duty as director of the May 3 shoot to enforce the use of condoms at the shoot.
- h. Defendants repeatedly refused to abide by their own policies when dealing with Plaintiff.

123. Defendants unfairly interfered with Plaintiff's rights to receive the benefits of the CONTRACT. As a result of Plaintiff becoming HIV positive, Plaintiff could no longer engage in Defendants' shoots or other shoots in the porn industry.

124. Defendants' conduct was a failure to act fairly and in good faith.

125. Defendants, by and through their managing agents, knew of and condoned the behavior of Defendants. The acts complained of herein were adopted, approved, condoned and/or taken by one or more managing agent of Defendants each of whom had the authority to make policy and/or to direct a substantial portion of its business.

126. As a direct and proximate result of the aforementioned conduct of Defendants, Plaintiff has suffered damages in the form of physical harm when he contracted HIV while performing the CONTRACT on May 3, 2013. Plaintiff has incurred and will continue to incur significant costs for medical treatment, medications, and all other related expenses for the treatment of his contracted illness.

127. Due to Plaintiff's diagnosis with HIV, he is no longer able to perform as an actor and model. As a direct and proximate result of the aforementioned conduct of Defendants, and each of them, Plaintiff has suffered damages including, but not limited to, past and future lost earnings

1 and medical and/or psychological treatment expenses, all within the jurisdictional limits of this
2 court. The exact amount of said losses will be stated according to proof at trial.

3 128. As a further direct and proximate result of the aforementioned conduct of said
4 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including, but
5 not limited to, great derision and embarrassment amongst members of the community and
6 family, he has also suffered severe emotional distress, including, but not limited to, anxiety, fear,
7 humiliation, mental anguish, depression, and post-traumatic stress disorder, all to his general
8 damage, in an amount to be stated according to proof at trial.

9 129. As a further, direct and proximate result of the aforementioned conduct of
10 Defendants, and each of them, Plaintiff has been obliged to expend or incur liability for costs of
11 suit, attorneys' fees and related expenses in an amount not yet fully ascertained, but which will
12 be submitted at the time of trial.

13 **SIXTH CAUSE OF ACTION**

14 **NEGLIGENT SUPERVISION**

15 (against KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM;
16 CYBERNET ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER
ACWORTH; VAN DARKHOLME and DOES 1-50)

17 130. Plaintiff incorporates each and every paragraph of the complaint as though fully set
18 forth in the cause of action.

19 131. Defendants ACWORTH and KINK Defendants and/or Defendant DARKHOLME
20 owed Plaintiff a duty to provide reasonable supervision to their employees, agents, and/or
21 contractors, including but not limited to Defendant DARKHOLME and/or Defendant
22 ACWORTH.

23 132. Defendants ACWORTH and KINK Defendants and/or Defendant DARKHOLME
24 had a duty to ensure that their employees, agents, and/or contractors, including but not limited to,
25 Defendant DARKHOLME and/or Defendant ACWORTH, would properly execute their
26 functions, duties, and obligations in a lawful manner.

27 133. Defendants ACWORTH and KINK Defendants and/or Defendant DARKHOLME
28 knew or should have known that Defendants' employees, agents, and/or contractors, including

1 but not limited to, Defendant DARKHOLME and/or Defendant ACWORTH, were unfit for their
2 positions and that this unfitness created a particular risk to others, including Plaintiff.

3 134. Defendants ACWORTH and KINK Defendants and/or Defendant DARKHOLME
4 failed to supervise and/or train Defendants' employees, agents, and/or contractors, including but
5 not limited to, Defendant DARKHOLME and/or Defendant ACWORTH, such that the following
6 laws, rules, regulations, and/or policies were violated:

- 7 a. The May 3, 2013 shoot was a condom and barrier required shoot, however,
8 neither condoms nor barriers were required or used with regard to oral sex;
- 9 b. California *Code of Regulations* Title 8, Section 5193 was violated, which required
10 performers to use barrier protection including condoms, to protect them during the
11 production of adult films, including, but not limited to the May 3 shoot involving
12 Plaintiff;
- 13 c. No work place safety specialist was at the May 3 shoot to ensure adequate
14 personal protective equipment is available at the shoot;
- 15 d. Performers, including Plaintiff, were not inspected for cuts, sores, and lesions
16 during the May 3 shoot;
- 17 e. No Bloodborne Pathogen Exposure Control Plan was in place in order to protect
18 their performers, including Plaintiff;
- 19 f. Appropriate health records were not maintained of Defendants' performers,
20 including STD and HIV tests before the May 3 shoot commenced;
- 21 g. Defendant DARKHOLME failed to enforce the use of condoms at the shoot; and
22 h. Defendants repeatedly refused to abide by their own policies when dealing with
23 Plaintiff.

24 135. By failing to carry out their duty of supervision relating to Defendants' employees,
25 agents, and/or contractors, including but not limited to, Defendant DARKHOLME and/or
26 Defendant ACWORTH, Defendants ACWORTH, KINK Defendants and/or Defendant
27 DARKHOLME breached their duty of care to Plaintiff.

28 136. Defendants ACWORTH and KINK Defendants and/or Defendant DARKHOLME

1 condoned and approved the unlawful conduct of Defendants' employees, agents, and/or
2 contractors, including but not limited to, Defendant DARKHOLME and/or Defendant
3 ACWORTH. As a result, KINK Defendants negligently supervised Defendant DARKHOLME
4 and/or Defendant ACWORTH, and KINK Defendants' employees, agents, and/or contractors.
5 As a result, Defendants ACWORTH and DARKHOLME also negligently supervised
6 Defendants' employees, agents, and/or contractors. In failing to supervise Defendant
7 ACWORTH, Defendant DARKHOLME, and KINK Defendants' employees, agents, and/or
8 contractors, KINK DEFENDANTS, and Defendant ACWORTH, and Defendant DARKHOLME
9 did not act reasonably and breached their duty of care to Plaintiff as a result.

10 137. Defendants, by and through their managing agents, knew of and condoned the
11 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
12 and/or taken by one or more managing agent of Defendants each of whom had the authority to
13 make policy and/or to direct a substantial portion of its business.

14 138. Defendants' negligent supervision was a substantial factor in causing damage and
15 injury to Plaintiff. As a direct and proximate result of the aforementioned conduct of
16 Defendants, and each of them, Plaintiff has suffered damages in the form of physical harm when
17 he contracted HIV while performing at the May 3, 2013 shoot. Plaintiff has incurred and will
18 continue to incur significant costs for medical treatment, medications, and all other related
19 expenses for the treatment of his contracted illness.

20 139. As a direct and proximate result of the aforementioned conduct of Defendants, and
21 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
22 earnings and medical and/or psychological treatment expenses, all within the jurisdictional limits
23 of this court. The exact amount of said losses will be stated according to proof at trial.

24 140. As a further direct and proximate result of the aforementioned conduct of said
25 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including, but
26 not limited to, great derision and embarrassment amongst members of the community and
27 family, he has also suffered severe emotional distress, including, but not limited to, anxiety, fear,
28 humiliation, mental anguish, depression, and post-traumatic stress disorder, all to his general

1 damage, in an amount to be stated according to proof at trial.

2 **SEVENTH CAUSE OF ACTION**

3 **NEGLIGENT HIRING AND/OR RETENTION**

4 (against KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM;
5 CYBERNET ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER
6 ACWORTH; VAN DARKHOLME and DOES 1-50)

7 141. Plaintiff incorporates each and every paragraph of the complaint as though fully set
8 forth in the cause of action.

9 142. Defendants ACWORTH and KINK Defendants and/or Defendant DARKHOLME
10 negligently hired and/or retained Defendants' employees, agents, and/or contractors, including
11 but not limited to, Defendant DARKHOLME and/or Defendant ACWORTH.

12 143. Defendants' employees, agents, and/or contractors, including but not limited to,
13 Defendant DARKHOLME and/or Defendant ACWORTH were unfit to perform the work for
14 which they were hired and/or retained, including in the following areas:

- 15 a. Enforcing California *Code of Regulations* Title 8, Section 5193, which required
16 performers to use barrier protection including condoms, to protect them during the
17 production of adult films, including, but not limited to the May 3 shoot involving
18 Plaintiff;
- 19 b. Ensuring that work place safety specialist was at the May 3 shoot in order to
20 confirm that adequate personal protective equipment was available at the shoot;
- 21 c. Inspecting all performers for cuts, sores, and lesions during the May 3 shoot,
22 including Plaintiff;
- 23 d. Enforcing the Bloodborne Pathogen Exposure Control Plan in order to protect
24 Defendants' performers, including Plaintiff;
- 25 e. Maintaining appropriate health records of Defendants' performers, including STD
26 and HIV tests before the May 3 shoot commenced; and
- 27 f. Enforcement of the use of condoms at the May 3 shoot.

28 144. Defendants' employees, agents, and/or contractors, including but not limited to,
Defendant DARKHOLME and/or Defendant ACWORTH did not have any training to enforce

1 the above laws, rules, regulations, and/or policies, yet they were provided such authority by
2 KINK Defendants.

3 145. Defendants ACWORTH and KINK DEFENDANTS and/or Defendant
4 DARKHOLME knew or should have known that Defendants' employees, agents, and/or
5 contractors, including but not limited to, Defendant DARKHOLME and/or Defendant
6 ACWORTH, were unfit for his position and that this unfitness created a particular risk to others,
7 including Plaintiff.

8 146. In choosing to hire and/or retain Defendants' employees, agents, and/or contractors,
9 including but not limited to, Defendant DARKHOLME and/or Defendant ACWORTH, in light
10 of the facts contained herein and incorporated by reference, Defendants ACWORTH and KINK
11 Defendants and/or Defendant DARKHOLME did not act reasonably and breached their duty of
12 care to Plaintiff as a result.

13 147. Defendants ACWORTH and KINK Defendants and/or Defendant DARKHOLME
14 condoned and approved the unlawful conduct of Defendants' employees, agents, and/or
15 contractors, including but not limited to, Defendant DARKHOLME and/or Defendant
16 ACWORTH. As a result, KINK Defendants negligently hired and/or retained Defendant
17 DARKHOLME and/or Defendant ACWORTH, and KINK Defendants' employees, agents,
18 and/or contractors. As a result, Defendants ACWORTH and DARKHOLME also negligently
19 hired and/or retained Defendants' employees, agents, and/or contractors. In negligently hiring
20 and/or retaining Defendant ACWORTH, Defendant DARKHOLME, and KINK Defendants'
21 employees, agents, and/or contractors, KINK DEFENDANTS, and Defendant ACWORTH, and
22 Defendant DARKHOLME did not act reasonably and breached their duty of care to Plaintiff as a
23 result.

24 148. Defendants, by and through their managing agents, knew of and condoned the
25 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
26 and/or taken by one or more managing agent of Defendants each of whom had the authority to
27 make policy and/or to direct a substantial portion of its business.

28 149. Defendants' negligent hiring and/or retention of Defendants' employees, agents,

1 and/or contractors, including but not limited to, Defendant DARKHOLME and/or Defendant
2 ACWORTH, was a substantial factor in causing damage and injury to Plaintiff. As a direct and
3 proximate result of the aforementioned conduct of Defendants, and each of them, Plaintiff has
4 suffered damages in the form of physical harm when he contracted HIV while performing at the
5 May 3, 2013 shoot. Plaintiff has incurred and will continue to incur significant costs for medical
6 treatment, medications, and all other related expenses for the treatment of his contracted illness.

7 150. As a direct and proximate result of the aforementioned conduct of Defendants, and
8 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
9 earnings and medical and/or psychological treatment expenses, all within the jurisdictional limits
10 of this court. The exact amount of said losses will be stated according to proof at trial.

11 151. As a further direct and proximate result of the aforementioned conduct of said
12 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including, but
13 not limited to, great derision and embarrassment amongst members of the community and
14 family, he has also suffered severe emotional distress, including, but not limited to, anxiety, fear,
15 humiliation, mental anguish, depression, and post-traumatic stress disorder, all to his general
16 damage, in an amount to be stated according to proof at trial.

17 **EIGHTH CAUSE OF ACTION**

18 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

19 (against KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM; CYBERNET
20 ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER ACWORTH; VAN
21 DARKHOLME and DOES 1-50.)

22 152. Plaintiff incorporates each and every paragraph of the complaint as though fully set
23 forth in the cause of action.

24 153. The conduct of Defendants was, and is, extreme and outrageous because Defendants
25 intentionally and recklessly violated statutes and public policies, including but not limited to,
26 California *Code of Regulations* Title 8, Section 5193, and intentionally misrepresented to
27 Plaintiff that the May 3 shoot was a condom and barrier required shoot in order to induce
28 Plaintiff to perform at the shoot when Defendants knew that they would not require condoms or
barriers in the performance of oral sex during the shoot. Moreover, at the May 3 shoot, Plaintiff

1 JOHN DOE was forced by Defendants to sexually interact with almost every member of the
2 public. While Plaintiff was physically restrained and blindfolded, Defendant DARKHOLME is
3 clearly seen on video footage forcefully pushing Plaintiff's head and mouth into the penises of
4 dozens of men to perform oral sex on them. None of these performers were wearing a condom
5 nor were any barriers used. Defendant DARHOLME was so powerfully thrusting Plaintiff's
6 head that Plaintiff is heard making gagging sounds at several points during the shoot.

7 154. This conduct of Defendants, and each of them, were affirmatively based on policies,
8 expectations and standards, that were illegal, and was done intentionally and unreasonably with
9 the recognition that their acts were likely to result in damages to Plaintiff in the form of mental
10 distress.

11 155. Defendants, by and through their managing agents, knew of and condoned the
12 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
13 and/or taken by one or more managing agent of Defendants each of whom had the authority to
14 make policy and/or to direct a substantial portion of its business.

15 156. The acts of Defendants, by and through its managing agents, were done with the
16 intention to cause or with the wanton and reckless disregard of the probability of causing serious
17 emotional distress injuries to Plaintiff and as a direct and proximate result of the aforementioned
18 behavior of Defendants, Plaintiff suffered humiliation, embarrassment, mortification, severe
19 emotional distress and great and emotional suffering. The Defendants and each of them, acted
20 deliberately for the purpose of injuring Plaintiff. The acts complained of herein were occasioned
21 by the intentional acts of Defendants or those acts which were done with reckless disregard and
22 the probability of causing severe emotional distress and such infliction was a substantial factor in
23 causing damage and injury to Plaintiff as set forth below.

24 157. Defendants' extreme and outrageous conduct toward Plaintiff was a substantial factor
25 in causing damage and injury to Plaintiff as alleged herein.

26 158. As a direct and proximate result of the aforementioned conduct of Defendants,
27 Plaintiff has suffered damages in the form of physical harm when he contracted HIV while
28 performing at the May 3, 2013 shoot. Plaintiff has incurred and will continue to incur significant

1 costs for medical treatment, medications, and all other related expenses for the treatment of his
2 contracted illness.

3 159. As a direct and proximate result of the aforementioned conduct of Defendants, and
4 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
5 earnings and medical and/or psychological treatment expenses, all within the jurisdictional limits
6 of this court. The exact amount of said losses will be stated according to proof at trial.

7 160. As a further direct and proximate result of the aforementioned conduct of said
8 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including, but
9 not limited to, great derision and embarrassment amongst members of the community and
10 family, he has also suffered severe emotional distress, including, but not limited to, anxiety, fear,
11 humiliation, mental anguish, depression, and post-traumatic stress disorder, all to his general
12 damage, in an amount to be stated according to proof at trial.

13 161. The aforementioned acts were committed by Defendants, and each of them, and/or by
14 officers, directors, managing agents, agents and/or representatives of Defendants and/or were
15 known to, aided, abetted, authorized by, ratified by and/or otherwise approved by Defendants
16 and/or by the officers, directors, managing agents, agents and/or representatives of Defendants.
17 The above acts of Defendants, and each of them, were despicable and committed knowingly,
18 willfully and maliciously, with the intent to harm, injure, vex, annoy and oppress Plaintiff and
19 with a conscious disregard of Plaintiff's rights, health, and safety. KINK Defendants,
20 ACWORTH, and DARKHOLME, consciously disregarded the rights and safety of Plaintiff and
21 other models working for KINK Defendants by prioritizing corporate profits over human lives.
22 Plaintiff is therefore entitled to punitive damages in a sum sufficient to punish said defendants so
23 that such conduct will not take place again.

24 //

25 //

26 //

27 //

28 //

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff JOHN DOE herewith demands a jury trial on all issues.


3
4 **PRAYER FOR RELIEF**

5 Wherefore, Plaintiff prays that the Court grant her the following relief:

- 6 1. For compensatory damages according to proof;
- 7 2. For monetary damages to compensate for the emotional distress and suffered by
- 8 Plaintiff;
- 9 3. For interest on the sum of damages award;
- 10 4. For reasonable attorneys' fees;
- 11 5. For punitive damages;
- 12 6. For costs of suit herein incurred;
- 13 7. For such other and future relief as the Court deems proper.

14
15 Dated: April 28, 2015

16 Respectfully submitted,
17 RIBERA LAW FIRM

18 By: 
19 Sandra Ribera Speed, Esq.
20 Attorneys for Plaintiff JOHN DOE

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street number, and address):

FOR COURT USE ONLY

Sandra Ribera Speed, Esq. (236769)
 Ribera Law Firm, A Professional Corporation
 157 West Portal Avenue, Suite 2, San Francisco, California 94127
 TELEPHONE NO.: 415-576-1600 FAX NO.: 415-842-0321
 ATTORNEY FOR (Name): JOHN DOE

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco
 STREET ADDRESS: 400 McAllister Street
 MAILING ADDRESS: San Francisco 94102
 CITY AND ZIP CODE: Civic Center Courthouse - Civil
 BRANCH NAME:

CASE NAME:
 John Doe v. Kink.com, et al.

FILED
 San Francisco County Superior Court

APR 28 2015

CLERK OF THE COURT
 BY: *[Signature]*
 Deputy Clerk

CIVIL CASE COVER SHEET

☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

☐ **Counter** ☐ **Joinder**
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

CGC-15-545540

JUDGE:

DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☒ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☐ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): 8: Negligence; Negligence Per Se; Intentional/Fraudulent Misrepresentation; Civil Conspiracy to Commit

5. This case ☐ is ☒ is not a class action suit. Intentional/Fraudulent Misrepresentation; Breach of Implied Covenant of Good Faith and Fair Dealing; Negligent Supervision; Negligent Hiring and/or Retention; ILED

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 28, 2015
 Sandra Ribera Speed, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2